

BILL NO. 28 2007
AN ORDINANCE

AN ORDINANCE AMENDING THE CITY OF READING CODIFIED
ORDINANCES CHAPTER 11 - HOUSING

THE CITY OF READING CITY COUNCIL HEREBY ORDAINS AS
FOLLOWS:

SECTION 1. Chapter 11 Housing of the City of Reading Codified
Ordinances is hereby amended as follows.

Chapter 11 Housing is renamed to Chapter 11 Housing - Rental

§ 11-101 PURPOSE

The purpose of this ordinance and the policy of the City of Reading shall be to protect and promote the public health, safety and welfare of its citizens, to establish rights and obligations of owners and occupants relating to residential rental units in the City and to encourage owners and occupants to maintain and improve the quality of rental housing within the community. As a means to these ends, this ordinance provides for a systematic inspection program, registration and licensing of residential rental units, and penalties.

In considering the adoption of this ordinance, the City makes the following findings:

1. There is a growing concern in the community with the general decline in the physical condition of residential rental units;
2. City records indicate there is a greater incidence of problems with the maintenance and upkeep of residential properties which are not owner occupied as compared to those that are owner occupied;
3. City records indicate there are a greater number of disturbances at residential rental units than all other properties combined; and
4. City records indicate that violations of the various codes are generally less severe at owner-occupied units as compared to residential rental units.

§ 11-102 DEFINITIONS

As used in this Chapter, certain terms are defined as follows:

BUSINESS PRIVILEGE LICENSE - a license issued by the City of Reading Tax Division per City of Reading Codified Ordinance Chapter 24 Taxation, Special Part 5 Business Privilege Tax authorizing one to perform business including for purposes of this Ordinance renting.

BUSINESS PRIVILEGE TAX - the tax payable to the City of Reading Division of Tax per City of Reading Codified Ordinance Chapter 24 Taxation, Special Part 5 Business Privilege Tax on, for purposes of this Ordinance, the annual gross receipts derived from rental of a property or unit.

CAPACITY TO RENT - any dwelling unit that is fit for habitation by humans as determinable by applicable Building and Property Maintenance Codes [Chapter 5, Part 6], and is not the owner's primary residence and as is permitted by the City of Reading Zoning Ordinance.

CODES - any State or local code or ordinance adopted, enacted or in effect in and for the City of Reading including, but not limited to, the International / City of Reading Building Code, Existing Building Code, Plumbing Code, Mechanical Code, Electrical Code, Fire Code, and Residential Code, and City of Reading Property Maintenance Code, Zoning Ordinance, Recycling and Solid Waste Ordinance, and general nuisance ordinances.

CODES ENFORCEMENT DIVISION - A division of the City of Reading Administration under the Managing Director charged with enforcing the City of Reading Codified Ordinances governing issues including but not limited, housing, property maintenance and trades.

CODES OFFICIAL - a City of Reading employee or authorized agent sworn to enforce the City of Reading Codes and Codified Ordinances.

DISRUPTIVE CONDUCT - any form of conduct, action, incident or behavior perpetrated, caused or permitted by any occupant or visitor of a rental unit that is so loud, untimely (as to hour of the day), offensive, riotous, or that otherwise disturbs other persons of reasonable sensibility in their peaceful enjoyment of their premises, or causes damage to said premises such that a report is made to a police officer and/or a public officer complaining of such conduct, action, incident, or behavior. It is not necessary that such conduct, action, incident or

behavior constitute a criminal offense, nor that criminal charges be filed against any person in order for said person to have perpetrated, caused or permitted the commission of disruptive conduct, as defined herein. Provided, however, that no disruptive conduct shall be deemed to have occurred unless a public officer or a police officer shall investigate and make a determination that such did occur, and keep written records, including a disruptive conduct report, of such occurrences. The tenant and the owner, operator, responsible agent or manager shall be notified of any such occurrences, in writing.

DISRUPTIVE CONDUCT REPORT - a written report of disruptive conduct on a form to be prescribed therefor to be completed by a police officer or a public officer, as the case may be, who actually investigates an alleged incident of disruptive conduct and which shall be maintained by the Department of Police and Codes Enforcement Division.

DWELLING UNIT - a single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

HABITABILITY- any rental unit, building or dwelling that is suitable for human habitation and that is sanitary and free of vermin infestation and is in compliance with all City of Reading health and code regulations and Codified Ordinances.

HOTEL UNIT - any room or group of rooms located within a hotel or motel forming a single habitable unit used or intended to be used for living and sleeping only on a transient basis for a period of less than 30 days.

LOCAL RESPONSIBLE AGENT - a person or agency retained or hired by a property owner to operate rental of a premise including but not limited to compliance with City of Reading Codified Ordinances and as a local contact.

MULTIPLE DWELLING UNIT - any dwelling containing two or more dwelling units.

OCCUPANT / TENANT - A person renting or letting a rental unit from the owner thereof.

OWNER - any person, agent, operator, firm or corporation having a legal or equitable interest in the property; or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

PERSON - any individual, firm, corporation, association, partnership or entity.

PUBLIC OFFICER - anyone authorized to enforce the City of Reading Codified Ordinances.

QUALITY OF LIFE - issues affecting the manner in which one lives or resides and habitability of a premise as governed by the City of Reading Codified Ordinances.

RENTAL UNIT - a rooming unit or a dwelling unit let for rent, or an other-than owner-occupied unit. A rental unit shall not include a hotel unit. A rental unit includes dwelling units under lease-purchase agreements, or long-term (greater than 6 months) agreements of sale.

RESTITUTION - for the purposes of this Chapter restitution shall be the amount of the fee due for obtaining of the Rental Permit.

ROOMING HOUSE - a building arranged or occupied for lodging, with or without meals, for compensation and not occupied as a one or two family dwelling.

SALES AGREEMENT - An contract for the sale of real estate, including a contract for a deed.

TWELVE (12) MONTH PERIOD - for purposes of this ordinance twelve (12) month period shall be calculated by counting twelve (12) months back from the most recent disruptive conduct report.

ZONING - City of Reading Zoning Ordinance.

ZONING PERMIT - A permit issued by the City of Reading Zoning Division per the City of Reading Zoning Ordinance authorizing and/or registering a unit as a rental.

§ 11-103 PERMIT REQUIRED

No person shall let, rent or cause to be occupied any rental unit, building, dwelling or dwelling unit, nor shall any person operate a rooming house, or let to another for occupancy, any room in a rooming house that provides shelter or lodging suitable for human habitation unless that person first applies for, renews and obtains a permit issued by the City of Reading Codes Enforcement Division per the procedure established by this Code and policies created thereunder.

Occupancy of a dwelling unit or rooming unit is precluded until a Rental Permit has been issued.

§11-104 APPLICATION FOR PERMIT

Applications for and registration of a rental permit for a dwelling unit or a rooming unit shall be made in writing on forms prepared and provided by the City of Reading Codes Enforcement Division and shall be accompanied by payment of the applicable permit fee. Such forms shall require, but not shall not be limited to, the following information and shall be signed and sworn to by the owner of such dwelling unit or rooming unit:

1. The name(s), home and business addresses, date of birth and telephone numbers, business, home and cell of all of the owners of the dwelling unit or rooming unit. If the owner is a corporation or partnership, a true and correct copy of the Articles of Incorporation or Partnership Agreement shall be provided in conjunction with a document identifying the officers of the corporation or the partners of the partnership.
2. The name, home and business address, date of birth and telephone numbers, business, home and cell, of the responsible local agent as required by this Ordinance.
3. The owner(s) and responsible local agent shall submit as proof of identification a government issued identification card. The proof of identification shall be presented to the Codes Enforcement Division with the application for photocopying and attachment thereto. Where the owner is a corporation or partnership, proof of identification of at least one of the officer of the corporation or partnership must be presented by said individual.
4. The address of the premises at which the dwelling unit or rooming unit is located.
5. Identification of the unit as a dwelling unit or rooming unit.
6. The number of dwelling units or rooming units located on the premises at which the dwelling unit or rooming unit is located.

7. A copy of Zoning Permit authorizing or registering the dwelling unit or rooming unit as a rental unit attached. If the dwelling unit or rooming unit contains more than one unit, then the Zoning Permit attached shall indicate the authorized number of units. If the dwelling unit or rooming unit has been certified as a non-conforming use per the City of Reading Zoning Ordinance and applicable state law, then a copy of the Certificate of Non-Conforming Use shall be attached.
8. A copy of the Business Privilege License under which the owner will be renting the dwelling unit or rooming unit and reporting gross receipts therefrom under.
9. Proof of a valid contract with a trash hauler licensed by the state for trash removal / collection from the property address including the name, address and telephone number of the trash hauler. Alternatively, proof of participation of the dwelling unit or rooming unit on the City of Reading trash collection program.
10. Proof of participation of the property address on the City of Reading recycling program.
11. A copy of the written lease form the owner intends to have the occupants / tenants of each permitted dwelling unit or rooming unit to execute with a copy of the Addendum required herein attached thereto.
12. The owner shall furnish with the application for rental permit a photograph of the front and rear exterior of the structure, building or address for which a permit is requested. If there are changes to the floor plan, the owner shall submit a drawn to scale revised floor plan with the application first submitted after the changes to the floor plan were made accompanied by copies of all valid permits as required for such revisions.
13. The owner shall submit proof of insurance from an insurer licensed by the Commonwealth of Pennsylvania exhibiting the ability and responsibility to respond to damages for liability on account of damage sustained to the property arising out of including but not limited to fire or poor

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maintenance of the premises in the amount of \$ 50,000 for a single family structure and in the amount of \$15,000 per unit for a rental unit containing more than one unit, e.g., an apartment building or a structure in which is located more than one commercial or residential unit.

14. Confirmation to the satisfaction of the Codes Enforcement Division that the property of the rental unit is current on all City of Reading taxes, fees and municipal utility charges.
15. A completed Tenant Listing on a form prepared and provided by the Codes Enforcement Division providing the following information of all persons occupying the structure for which the permit is sought, including children under 18 years of age, full name, date of birth, unit, apartment or floor number / designation (where applicable), and term of lease including date of entry and departure. If the owner has reason to believe that such disclosure may jeopardize the personal safety and well-being of a tenant or occupant and provides the Codes Enforcement Division with such information and documentation to support such belief as may be reasonably required by the Codes Enforcement Division, shall disclosure shall not be required. If the unit is not rented at the time of application, the owner shall submit the tenant listing as prescribed above within thirty (30) days of occupancy of the unit and in no event later than the next bi-annual date for such submission as required by this Ordinance.
16. The date of the last inspection of the premises, structure, building or unit with confirmation thereof by the Codes Enforcement Division.
17. A place to indicate approval or denial of the application and date thereof as well as and location for print name, signature and title of person approving or denying the application.

§11-105 RENEWAL OF RENTAL PERMIT

It shall be the responsibility of the owner of the dwelling unit or rooming unit to request and submit an application for renewal of a Rental Permit. The owner of every dwelling unit or rooming unit must renew his/her Rental Permit for each such dwelling unit or rooming unit each year by the first December. An

application for renewal of Rental Permit with the requisite fees may be submitted between October 1 and November 30 of each year. All renewal applications received after the first of December of each year shall be subject to revocation of the Rental Permit and/or doubling of the fee set forth herein. In addition, failure to pay / renew a Rental Permit by February 1 of each year will result in submission of the bill and account for a Rental Permit to collections for recovery. To renew a Rental Permit the owner must complete the application on the form prepared and provided by the Codes Enforcement Division and pay the applicable fee. Except as set forth in this Ordinance, on a three year basis, renewal of a Rental Permit is not subject to an inspection. An application for renewal of a Rental Permit may be denied resulting in nonrenewal of the permit as set forth herein. Failure of the owner to renew a permit will be considered a surrendering and revocation of the Rental Permit and will require vacation of all occupants / tenants of the dwelling unit or rooming. To obtain a Rental Permit after its surrender and revocation, the owner will have to submit a new initial application and undergo the requirements thereof. Any waiver of such requirements is at the discretion of the Codes Enforcement Division Manager or his/her designee.

§11-106 DENIAL OF APPLICATION FOR RENTAL HOUSING PERMIT

A Rental Permit shall not be issued or renewed to any applicant if said rental unit, building or dwelling is not in compliance with the City of Reading Codified Ordinances, including but not limited International / City of Reading Building Code, Existing Building Code, Plumbing Code, Mechanical Code, Electrical Code, Fire Code, and Residential Code, Property Maintenance Code, Solid Waste and Recycling Ordinance, Health Code and Zoning Ordinance, or has failed an inspection, is in pending litigation for egregious violations of the aforesaid Codified Ordinances or has been declared uninhabitable and/or condemned by the appropriate authority with jurisdiction.

§11-107 REVOCATION OF RENTAL PERMIT

At the discretion of the issuing authority, the City of Reading Codes Enforcement Division, the municipality, shall have the authority to revoke or suspend the Rental Housing Permit of any rental unit, building, rooming house, or dwelling that is uninhabitable by humans, is in egregious non-compliance with the City of Reading Codified Ordinances, including but not limited International / City of Reading Building Code, Existing Building Code, Plumbing Code, Mechanical Code, Electrical Code, Fire Code, and Residential Code, Property Maintenance Code, Solid Waste and Recycling Ordinance, Health Code and Zoning Ordinance, or has failed an inspection, is in pending litigation

§11-108 TRANSFER OF OWNERSHIP AND CHANGE OF ADDRESS

A. It shall be the duty of each owner of a dwelling unit or rooming unit to notify the Codes Enforcement Division, in writing, of any change in ownership of the premises.

B. A Rental Permit issued hereunder is not automatically transferable to any person or entity who has acquired ownership of the dwelling unit or rooming unit. To preclude displacement of occupants / tenants, immediately upon execution of a Sales Agreement, the proposed new owner shall complete and submit to the Codes Enforcement Division an application for an initial Rental Permit as prescribed herein. Said application and issuance of a permit shall be evaluated per the provisions hereof, including but not limited to performance of an inspection. In no event shall an application for an initial Rental Permit be submitted later than fifteen (15) dates after date of transfer. Failure to submit an application within the aforesaid time frame shall result in revocation of the Rental Permit and vacation of the dwelling unit or rooming unit. Said requirements are in addition to those set forth in the City of Reading Property Maintenance Code requiring sworn notification by a owner to a new owner of violations existing at the property.

C. Shall an owner of a dwelling unit or rooming unit governed by this Ordinance move or undertake a change of address, they shall immediately file with the Berks County Recorder of Deeds Assessment Office with a copy to the City of Reading Codes Enforcement Division a change of address.

§11-109 INSPECTION

A. INITIAL APPLICATION¹

Upon receipt of a fully completed application for an initial rental permit for a dwelling unit or rooming unit and receipt of payment of the applicable fee for rental permit, the Codes Enforcement Division shall within ten (10) days of said receipt schedule an exterior and interior inspection of the dwelling unit or rooming unit to be performed no later

¹ If a dwelling unit or rooming unit has undergone an inspection within the last three (3) years pursuant to the City of Reading Property Maintenance Code, they are not due for an inspection per said requirements, there are no outstanding issues from such inspection and permits for said dwelling unit were obtained therefor without the necessity of commencement of legal action by the City of Reading, said dwelling units and rooming will not be required to undergo an inspection for receipt of a Rental Permit for the 2007 - 2008 renewal permit. Said dwelling units or rooming units will be placed within their appropriate rotating three (3) year inspection group and will be required to undergo an inspection at said time for renewal of a Rental Permit in that year rather it be the first or second and not the third renewal under this Ordinance.

than thirty (30) days from said receipt to determine if the dwelling unit or rooming unit is compliant with the applicable City of Reading Codes and Codified Ordinances. If the Codes Enforcement Official performing the inspection determines that the dwelling unit or rooming unit complies with the applicable City of Reading Codes and Codified Ordinances, the Official shall so advise the owner and inform them that they may obtain their Rental Permit from the City of Reading Codes Enforcement Division. In the event the Code Official determines that the dwelling unit or rooming unit is in violation of the applicable City of Reading Codes and Codified Ordinances, the Codes Enforcement Division shall be instructed not to issue the Rental Permit. Additionally, the Code Official shall issue a Notice of Violation as provided for in the appropriate Code. Further, if the violation is not corrected within the time frame established on the Notice of Violation, the Code Official shall commence the appropriate legal proceedings as permitted by the applicable Code. The owner shall notify the Codes Enforcement Division of correction, remediation and/or abatement of the violation. Within ten (10) days of receipt of said notification from the owner, the Codes Enforcement Division shall schedule a reinspection of the dwelling unit or rooming unit to determine if the violations set forth in the Notice of Violation have been remedied, corrected and/or abated. If the Codes Official determines that the violations have been remedied, corrected and/or abated in accordance with the applicable City of Reading Codes and Codified Ordinances, the Code Official shall so advise the owner and Codes Enforcement Division and in so doing authorize issuance of the Rental Permit. Occupancy of the dwelling unit or rooming unit is prohibited until a Rental Permit is issued.

B. THREE YEAR RENEWAL INSPECTIONS

An inspection of the dwelling unit or rooming unit shall be performed every three (3) years.

Upon receipt of a fully completed application for a renewal Rental Permit, as provided for herein, three (3) years from application for and issuance of the initial Rental Permit for a dwelling unit or rooming unit and receipt of payment of the applicable fee for rental permit, the Codes Enforcement Division shall within ten (10) days of said receipt schedule an exterior and interior inspection of the dwelling unit or rooming unit to be performed no later than thirty (30) days from said receipt to determine if the dwelling unit or rooming unit is compliant with the applicable City of Reading Codes and Codified Ordinances. If the Codes Enforcement Official performing the inspection determines that the dwelling unit or rooming unit complies with the applicable City of Reading Codes and

Codified Ordinances, the Official shall so advise the owner and inform them that they may obtain their Rental Permit from the City of Reading Codes Enforcement Division. In the event the Code Official determines that the dwelling unit or rooming unit is in violation of the applicable City of Reading Codes and Codified Ordinances, the Codes Enforcement Division shall be instructed not to issue the Rental Permit. Additionally, the Code Official shall issue a Notice of Violation as provided for in the appropriate Code. Further, if the violation is not corrected within the time frame established on the Notice of Violation, the Code Official shall commence the appropriate legal proceedings as permitted by the applicable Code. In addition, should the Code Official find violations s/he shall also order the owner to vacate the dwelling unit or rooming unit as operation thereof is prohibited without a Rental Permit. The property shall remain vacated until the Codes Official determine that the violations have remedied, corrected and/or abated. The owner shall notify the Codes Enforcement Division of correction, remediation and/or abatement of the violation. Within ten (10) days of receipt of said notification from the owner, the Codes Enforcement Division shall schedule a reinspection of the dwelling unit or rooming unit to determine if the violations set forth in the Notice of Violation have been remedied, corrected and/or abated. If the Codes Official determines that the violations have been remedied, corrected and/or abated in accordance with the applicable City of Reading Codes and Codified Ordinances, the Code Official shall so advise the owner and Codes Enforcement Division and in so doing authorize issuance of the Rental Permit.

C. ROUTINE INSPECTION

The Codes Enforcement Division shall perform routine inspections on all dwelling units and rooming units subject to the provisions of the applicable City of Reading Codes and Codified Ordinances.

D. COMPLAINT INSPECTIONS

Nothing in this Ordinance shall preclude the Codes Enforcement Division / Code Official from performing an inspection upon receipt of a complaint of violation of the City of Reading Codes and Codified Ordinances existing at the dwelling unit or rooming unit. Said inspections shall be in accord with the applicable Codes and Ordinances and regulations and policies established by the City of Reading Codes Enforcement Division. A complaint of violation shall include but not be limited to a violation of a City of Reading Code or Ordinance, e.g., Property Maintenance Code and/or Disruptive Conduct Report.

E. SEARCH WARRANT

If any owner, occupant or other person in charge of a structure subject to the provision of this Ordinance refuses, impedes, inhibits, interferes with, restrict or obstructs entry and free access to every part of the structure or premises where inspection authorized by this Ordinance is sought, the administrative authority, Codes Enforcement Division, shall promptly apply for an administrative search or inspection warrant to a court of competent jurisdiction and shall supply all necessary affidavits and testimony to indicate that there is a reasonable or probable cause to conduct an inspection.

F. NOTICE

All notices scheduling an inspection shall be mailed via regular mail to the owner of record with a copy mailed via regular mail to the local responsible agent.

F. FAILURE TO APPEAR FOR INSPECTION

If the owner or his/her local responsible agent cannot be available at the proposed time, said owner or representative shall provide no less than twenty-four (24) hour written notice to the Codes Enforcement Division. Upon failure to give such written notice or upon failure to gain entry, an administrative fee of Fifty Dollars (\$ 50.00) will be assessed against the owner or representative of the owner failing to supply written notice or appear. For each rescheduling beyond the second rescheduling an administrative fee of One Hundred Dollars (\$100.00) shall be assessed in all cases. Failure to pay administrative fees shall at the discretion of the Code Official constitute a violation of this Code or the City of Reading Property Maintenance Code. Failure of an owner or his/her local responsible agent to appear for an inspection as part of an initial application or three year inspection as required to obtain a Rental Permit and the time necessary to reschedule an inspection shall extend the time provided the City of Reading to schedule an inspection per said requirements and make a determination on an application. Additionally, failure of an owner or his/her local responsible agent to appear for a scheduled inspection shall be considered probable cause for obtaining a search warrant to inspect the premises.

§11-110 PERMIT

Upon compliance by the owner of the dwelling unit or rooming unit of the requirements of this Chapter, the City of Reading Codes Enforcement Division shall issue a Permit thereto in a form on paper under the letterhead of the City of Reading Codes Enforcement Division prepared thereby which shall include but not be limited to the following:

1. Name, mailing address and telephone number of owner.
2. Name, mailing address and telephone numbers, business and cell of local responsible agent.
3. Number of occupants / tenants permitted to occupy said dwelling unit or rooming unit as authorized by the City of Reading Codified Ordinances, including but not limited to the Zoning Ordinance and Property Maintenance Code.
4. Date of last application inspection, e.g., initial or three year.
5. A place for date and initials of Code Official indicating performance of a routine or complaint inspection and whether or not violations were found.
6. Date of issuance of permit.
7. Date of required renewal of permit.
8. Printed name of person issuing permit.

§ 11-111 POSTING OF THE PERMIT

The Rental Permit shall be conspicuously posted and maintained in the dwelling unit or rooming unit and shall be available for inspection by the City Code Officials. In addition to posting of the permit, the owner shall post in a conspicuously place at or near the entrance of the dwelling unit or rooming unit in a manner available for inspection by the City Code Officials:

1. The name, mailing address and telephone numbers of the owner and local responsible agent.
2. The evenings on which garbage and recycling are to be placed curbside for collection and the set out requirements defined in the

Solid Waste Ordinance, found in Chapter 20 of the City's Codified Ordinances.

3. The telephone number to call to register complaints regarding the physical condition of the rental unit.
4. The telephone number for emergency police, fire and medical services.
5. The date of expiration of the rental registration or rental license.
6. A summary of the owner's and occupant's duties under this Part.

Failure to maintain posting and maintenance of the Rental Permit and aforesaid requisite information as required herein shall subject the owner to penalties of this Ordinance.

§ 11-112 LOCAL RESPONSIBLE AGENT

A. DESIGNATION

Any owner who rents, leases or lets a dwelling unit or rooming unit shall designate and appoint an adult individual to serve as the responsible local agent for such dwelling unit or rooming unit. The owner and responsible local agent shall be jointly and severally legally responsible for operation of the dwelling unit and rooming unit and its compliance with the City of Reading Codes and Codified Ordinances and the laws of the Commonwealth of Pennsylvania. The local responsible agent shall also be responsible for providing the Code Official with access to the dwelling unit or rooming unit for the purpose of making inspections necessary to ensure such compliance. A responsible local agent is required to reside within Berks County, Pennsylvania. An owner may designate him/herself as a responsible agent if s/he resides within Berks County, Pennsylvania.

B. POSTING OF RESPONSIBLE LOCAL AGENT

The name, address, and contact information including but not limited to telephone number, business and cell of the responsible local agent shall be conspicuously posted and maintained in the dwelling unit or rooming unit and shall be available for inspection by the City Code Officials upon request. Failure to maintain posting and maintenance of the information of the responsible local agent as required herein shall subject the owner to penalties of this Ordinance.

§11-113 OCCUPATION OF PREMISES WITHOUT RENTAL PERMIT²

It shall be unlawful for the owner of any dwelling unit or rooming unit or any agent thereof to allow, rent, lease or let or otherwise permit occupancy of any dwelling unit or rooming unit by another or to represent to the general public that such dwelling unit or rooming unit is for rent, lease, let or occupancy unless a current Rental Permit is obtained for such dwelling unit or rooming unit.

§11-114 OWNER AND OCCUPANT DUTIES.

A. OWNER'S DUTIES.

It shall be the duty of every owner, operator, responsible agent or manager to keep and maintain all rental units in compliance with all applicable codes and provisions of all applicable State laws and regulations and local ordinances, and to keep such property in good and safe condition and to be aware of, and to act to eliminate disruptive conduct in such rental units.

It shall be unlawful for any person to conduct or operate or cause to be rented either as owner, operator, responsible agent or manager any rental unit within the City of Reading without having a rental registration or a rental license.

The owner, operator, responsible agent or manager shall include the amendment attached hereto as the Addendum to rental agreement in each lease of a rental unit taking effect on or after May 1, 2007. Said amendment is hereby considered to be a part of every lease of a rental unit in the City of Reading executed on or after May 1, 2007.

It shall be the responsibility of every owner, operator, responsible agent or manager to employ policies and to manage the rental units under his/her control in compliance with the provisions of this Part, City codes and applicable State laws.

B. OCCUPANT DUTIES.

² Premises for which a Housing Permit was obtained for 2006 which was extended to permit consideration and adoption of this Ordinance shall continue to be permitted to be occupied until March 1, 2008, provided an application for the requisite zoning permits has been by said note and provided said premises has not been declared uninhabitable by the City of Reading .

The occupant(s) shall comply with all obligations imposed unto by this Part and by the City of Reading codified ordinances including, but not limited to, Chapter 2 Animals, Chapter 3 Bicycles, Chapter 5 Code Enforcement Part 6 Property Maintenance Code, Chapter 6 Conduct, Chapter 10 Health and Safety, Chapter 15 Motor Vehicles and Traffic, Chapter 20 Solid Waste and Chapter 21 Streets and Sidewalks as well as all State laws and regulations.

The occupant(s) shall conduct themselves and require other persons including, but not limited to, guests on the premises and within their rental unit with their consent, to conduct themselves in a manner that will not disturb the peaceful enjoyment of the premises by others and that will not disturb the peaceful enjoyment of adjacent or nearby dwellings by people occupying the same.

The occupant(s) shall not engage in, nor tolerate, nor permit others on the premises to cause damage to the rental unit or engage in disruptive conduct, or other violations of this Part, City codes or applicable State laws.

Police officers or public officers shall investigate alleged incidents of disruptive conduct. They shall complete a disruptive conduct report upon a finding that the reported incident constitutes disruptive conduct as defined herein. The information filed in said report shall include, if possible, the identity of the alleged perpetrators of the disruptive conduct and all other obtainable information, including the factual basis for the disruptive conduct described on the prescribed

§11-115 OWNERS SEVERALLY RESPONSIBLE.

If any regulated dwelling unit or rooming unit is owned by more than one person, in any form of joint tenancy, as a partnership, corporation or otherwise, each persons shall be jointly and severally responsible for the duties imposed under the terms of this Chapter and shall be severally subject to prosecution for the violation of this Chapter.

§ 11-116 FEES FOR RENTAL PERMIT

A. FEE SCHEDULE

Fees required for application of Rental Permit shall be:

1. PERMIT

- a. Single rented dwelling unit \$50 per year
- b. Each single room (rooming unit) \$25 per year

2. REINSPECTION

The initial and first subsequent inspection upon an application for either an initial or three year renewal shall be included in the Permit Fee. A fee in the amount of \$ 25 shall be charged for any second or subsequent inspection required for approval of an initial or three year renewal application.

B. NUMBER OF UNITS

For the purpose of determining the number of units or rooms to be included in a permit, the following definitions shall apply:

- 1. Efficiency apartments and rented rooms used for purposes other than sleeping shall be considered a dwelling unit.
- 2. Any dwelling unit or room occupied by the owner/operator of a multiple unit dwelling shall be included in the total number of units or rooms, as well as any unit or room occupied by the spouse, son, daughter, mother, father, sister or brother of the owner or operator.

C. WAIVER OF FEES

The permit fees established in subsection A above shall be waived under the following conditions:

- 1. If the owner, or operator, or the spouse, son, daughter, mother, father, sister or brother of the owner or operator occupy the unit.
- 2. If the owner or operator is the United States government, the Commonwealth of Pennsylvania, the City of Reading, Pennsylvania or any agency thereof.
- 3. If the owner or operator is a corporation or association organized and operated exclusively for religious, charitable or educational purposes, or for one or more such purposes, provided that no part of the net earnings or profits of which inure to the benefit of any private shareholder, individual, corporation or partnership.

4. Licensed real estate brokers or agents or financial institutions that purchase or acquire dwellings for the sole purpose of resale of the property shall be exempt from obtaining a rental permit.

5. Persons who have acquired property for the sole purpose of renovating and resale of the property may be exempt from obtaining a rental permit based upon approval of an application for exemption on the form prescribed.

D. EFFECT OF WAIVER OF FEES

The waiver of fees contained in subsection C above, shall not exempt the owners or local responsible agent from compliance with this Chapter and all other applicable Codes, Codified Ordinances, rules, regulations of the City of Reading and laws of the Commonwealth of Pennsylvania, unless otherwise specifically exempted herein.

E. FEE NON-REFUNDABLE

The fee paid as part of the application for a Rental Permit is non-refundable even if the application is denied.

§11-117 PERMIT EXEMPTION

A. EXEMPT UNITS

1. All property owned by the Housing Authority of the City of Reading or the Housing Authority of the County of Berks which is inspected annually by those agencies to assess conformance with Federal standards, or properties that are inspected annually for compliance with the requirements of the United States Department of Housing and Urban Development or the Pennsylvania Housing Finance Agency, regardless of the occupants, shall be exempt from the permitting provisions of this Part.

2. The permitting provisions of this Chapter shall not apply to hospitals, nursing homes or other rental units used for human habitation which offer full time supervision and provide medical or nursing services, and wherein all operations of such facilities are subject to County, State or Federal licensing or regulations concerning the health and safety of the users, patients or tenants. The permitting provisions of this Chapter also shall not apply to hotel units, as defined previously, as defined in the City's Zoning Ordinance [Chapter 27].

B. LOSS OF EXEMPTION

If, in response to a complaint, an exempt unit is found to be in violation of a City code, the owner, operator, local responsible agent, manager shall correct the violation(s) within the time frame cited by the public officer or police officer. If the violation(s) is/are not corrected, the unit shall lose its exemption until the violation(s) is/are corrected. If three verified complaints are received in any 12-month period, the unit shall lose its exemption for a period of 5 years.

§11-118 TENANT INFORMATION

In addition to supplying information of the tenants of the dwelling unit or rooming unit on the initial or renewal application for a Rental Permit, the owner or the local responsible agent shall on or before March 1 and August 1 of each year shall provide to the City of Reading Codes Enforcement Division on a form prepared and provided by said Division information of all tenants or other persons, including children under 18 years of age, occupying the dwelling unit or rooming room for which they are required to have a Rental Permit the full name, date of birth, unit, floor or apartment number / designation and term of lease, date of entry and anticipated departure date.

The owner shall notify the City of Reading Codes Enforcement Division of changes in the tenant listing within ten (10) days of such change by submitting an updated tenant listing on the form prepared and provided by the Codes Enforcement Division. In so doing, the owner shall notify the City of the name of the person whom is no longer residing at the dwelling unit or rooming unit.

If the owner has reason to believe that such disclosure may jeopardize the personal safety and well-being of a tenant or occupant and provides the Codes Enforcement Division with such information and documentation to support such belief as may be reasonably required by the Codes Enforcement Division, shall disclosure shall not be required.

Failure to provide the required information or failure to update such information as required by this Chapter are hereby made subject to the penalties set forth in this Chapter.

§11-119 OFFICIAL NOTICES

All official notices including but not limited to Notices of Violation relating to a dwelling unit or rooming unit shall be served on the owner with a copy to the local responsible agent. All official notices shall be by first class mail to address of record of the owner and local responsible agent and posting of the dwelling unit or rooming unit. The address of record of the owner shall be that provided by the County of Berks. Any owner change of address must be performed through the County of Berks Recorder of Deeds / Assessment Office. The address of record of the local responsible agent shall be that provided by the owner on the most recent permit application. It is the responsibility of the owner to change the address thereof or the identity or address of the local responsible agent per the requirements hereof. There shall be a rebuttable presumption that any notice required to be given under this Chapter shall have been received by owner and/or local responsible agent if the notice was given in the manner provided. A claim of lack of knowledge by the owner of any violation hereunder or City of Reading Codes shall not be a defense to license nonrenewal, suspension or revocation proceedings as long as all notices prerequisite to institution of such action were given and deemed received in accord with the applicable provisions of this Chapter.

**§11-120 DENIAL OR NONRENEWAL OF A RENTAL PERMIT FOR
FAILURE TO COMPLY WITH APPLICATION, CHAPTER AND/OR
FAILURE TO PASS INSPECTION**

A. TIMING

A decision to deny or not renew an application for a Rental Permit for the reasons set forth herein shall be made within fifteen (15) working days of receipt of the application with payment of appropriate fee as indicated on the time stamp by the Codes Enforcement Division. This time period shall be extended to fifteen (15) working days after performance of an inspection where an inspection is required.

**B. BASIS FOR DENIAL OR NONRENEWAL UNDER THIS
SUBCHAPTER**

1. A Rental Permit shall be denied and/or nonrenewed upon failure of the owner to comply with the application requirements set forth in this Chapter.
2. An application for an initial or renewed permit shall also be denied upon proof of failure of owner or local responsible agent to comply with the requirements of this Chapter including but not

limited to the posting requirements, submission of tenant listing, fail to appear for more than one (1) schedule inspection, failure to appear for a scheduled court hearing and non compliance with owner's duties.

3. A Rental Permit shall not be issued or renewed upon the failure of dwelling unit or rooming unit to pass an initial or a three year inspection as required by subsection 11-109(A) and (B) of this Chapter.

4. A Rental Permit shall not be issued or renewed to any applicant if said rental unit, building or dwelling is not in compliance with the City of Reading Codified Ordinances, including but not limited International / City of Reading Building Code, Existing Building Code, Plumbing Code, Mechanical Code, Electrical Code, Fire Code, and Residential Code, Property Maintenance Code, Solid Waste and Recycling Ordinance, Health Code and Zoning Ordinance, or has failed an inspection, is in pending litigation for violations of the aforesaid Codified Ordinances or has been declared unfit for human habitation and/or condemned by appropriate authority with jurisdiction or an owner or his/her local responsible agent fails to appear in court for a hearing regarding a violation of the aforesaid Codes of the City of Reading.

B. NOTICE

Notification of the decision to deny or not renew an application for an initial or renewal of a Rental Permit shall be issued by the Codes Enforcement Division Manager or his/her designee within fifteen (15) working days of receipt of the application. The notification shall specify the reason for denial or refusal or renew an application for a Rental Permit citing the requirement therefor. Said notice shall be in accord with the requirements therefor of this Chapter.

C. RIGHT TO CURE

At the discretion of the Codes Enforcement Manager or his/her designee notification of the denial or nonrenewal of a Rental Permit may provide the owner an opportunity to cure the basis for the denial or nonrenewal. If said opportunity is provided, the notification must specify the time period provided for curing of the basis for the denial or refusal to renew a Rental Permit. Upon failure of the owner or local responsible

agent to cure the basis for the denial within the time period given, the decision of the Codes Enforcement Division Manager of his/her designee to deny or not renew a Rental Permit shall stand and the sole recourse shall be an appeal. Nothing in this section is to interpreted to override the requirements and right to resolve failure to pass inspection as required above as part of the initial and three year inspection process.

D. APPEAL

The denial of an initial or renewal application for a Rental Permit for the reasons set forth above may be appealed to the Housing Board of Appeals by submission of such a request with payment of the appropriate fee made in writing to the Manager of the Codes Enforcement Division within ten (10) days of receipt of notification of such denial.

§11-121 SUSPENSION OR REVOCATION OF RENTAL PERMIT

A. WARNING NOTICE REQUIRED PRIOR TO SUSPENSION OF RENTAL PERMIT

1. Prior to suspension or revocation of a rental license, the Code Official shall provide written notice of violation to the owner of any dwelling unit or rooming unit.

2. The written notice of violation shall inform the owner of the rental property, dwelling unit or rooming unit and the owner's responsible local agent that a written correction plan shall be submitted to the Code Official within five (5) days after receipt of the notice of violation. Failure to submit an acceptable correction plan will result in suspension or revocation of all applicable housing permits.

3. The notice of violation shall inform the owner of the rental property, dwelling unit or rooming unit that the owner may request an informal meeting with the Code Official to discuss the violations within five (5) days of the receipt of the notice of violations. Owners requesting a meeting may request that the owner's responsible local agent represent the owner and act on the owner's behalf.

4. This subsection shall be issued in conjunction with and not in lieu of the requisite notices of violations regarding under City of Reading Codes including but not limited to the Property Maintenance Code.

5. The notice of violation / warning and notice of suspension or revocation shall be served in accord with the Official Notice requirements set forth in this Chapter. Additionally such notices shall be also be served via certified mail return receipt requested with date of receipt determined by date of execution of return receipt. Provided, that should the certified mail be returned as unclaimed and first class mail issued in conjunction with the certified mail not be returned their will be a rebuttable presumption that but for the recipient's refusal of the certified mail notice was received within five (5) mail (Monday - Saturday) days of date of mailing.

6. Form. A notice of a violation shall be in accordance with all of the following:

a. Be in writing.

b. Include a description of the real estate sufficient for identification.

c. Include a statement of the violation or violations and why the notice is being issued.

d. Include a statement of the requirement that a correction or rehab plan be submitted within the time provided for in this Ordinance.

e. Inform the property owner of the right to request a meeting to discuss the notice.

B. SUSPENSION OR REVOCATION PROCEDURES

1. The Code Official shall notify the owner of the suspension or revocation of a rental license for a dwelling unit or rooming unit by written notice sent by first class mail and certified mail or delivered in person. should the certified mail be

returned as unclaimed and first class mail issued in conjunction with the certified mail not be returned their will be a rebuttable presumption that but for the recipient's refusal of the certified mail notice was received within five (5) mail (Monday - Saturday) days of date of mailing. The notice shall advise the owner of the property address of the dwelling unit or rooming unit, the effective dates of the suspension or revocation, the reason for the suspension or revocation, the effect of the suspension or revocation , penalties that can be imposed for violation of the suspension and appeal rights and procedures.

2. The Code Official shall set forth the effective date of the suspension or revocation in such manner so that suspension or revocation commences on the first day following expiration of the ten (10) days to file an appeal of the Code Official's determination.
3. No rental permit shall be renewed for six months for the first suspension or revocation and 12 months for each subsequent suspension or revocation within a five (5) year period beginning on the effective date of the suspension or revocation.
4. During the time a rental license is suspended or revoked, if any additional violations occur against the dwelling unit or rooming unit, the rental license suspension or revocation may be extended up to an additional 12 months.

C. EFFECT OF SUSPENSION

Upon the commencement of suspension or revocation, the dwelling unit or rooming unit shall be secured by the owner, and no person, firm, or corporation shall operate or rent/lease to another for residential occupancy any dwelling unit or rooming unit during such time that the rental license for such unit is suspended or revoked. The transfer of the ownership of a rental property by an owner to an entity in which such owner holds an ownership or equity interest will not void the existing accumulated points relating to such rental property or void any existing suspension or revocation relating to such rental property.

D. DEFENSE

When tenants and/or occupants are culpable for violations resulting in a suspension notice, the owner may request reinstatement of the housing permit upon eviction of the tenants, provided the owner is current with submission of tenant listings as required by this Ordinance.

E. APPEAL PROCEDURE FOR SUSPENSION OR REVOCATION INITIATED BY THE CODE OFFICIAL

An appeal of a suspension or revocation of a Rental Permit shall be made by submitting the appropriate fee and a request for an appeal to the Housing Board of Appeal in writing to the Manager of Codes Enforcement Division within ten (10) days of receipt of the Notice of Suspension or Revocation.

F. BASIS FOR SUSPENSION OR REVOCATION

A Rental Permit shall be suspended or revoked at the discretion of the Manager of the Codes Enforcement Division or his/her designee if egregious, severe, life-threatening, health and welfare or repetitive, continued violations of the Offense set forth in subsection 11-120(F) exist at the dwelling unit or rooming unit without any attempt to cure or remedy the problem or submission of a timely rehab plan and lack of response to Notices of Violations issued by the appropriate authority.

G. OFFENSES

For purposes of this chapter, offenses are those as set forth, but not limited to the following ordinances or statutes:

1. Occupancy: Refers to regulations relating to occupancy of rooming units, dwelling units and dwellings as contained in Chapter 5 (Code Enforcement) and Chapter 27 (Zoning) of the Codified Ordinances of the City of Reading .
2. Refuse: Refers to regulations relating to Garbage, Rubbish and Refuse, under the City of Reading Codified Ordinances including but not limited to the Property Maintenance Code Chapter 5, Health Code Chapter 10 and Solid Waste and Recycling Ordinance Chapter 20.

3. Property maintenance (interior and exterior): Refers to regulations as governed by the City of Reading Property Maintenance Code in Chapter 5 of the City of Reading Codified Ordinances.
4. Sidewalks: Refers to regulations relating to snow and ice removal contained in the Streets and Sidewalks, Chapter 21 of the City of Reading Codified Ordinances.
5. Noise: Refers to regulations relating to Noise Disturbance, and Conduct Chapter 6 of the City of Reading Codified Ordinances.
6. Vegetation: Refers to regulations relating to Brush, Grass and Weeds, per the City of Reading Codified Ordinances including but not limited to the Property Maintenance Code Chapter 5 and Health Code Chapter 10.
7. Disorderly conduct: Refers to enforcement by the City of Reading Police Department of Section 5503, Crimes Code, Act of Dec. 6, 1972, P.L. 1482, No. 334, 18 Pa. C.S.A. § 5503 and Chapter 6 Conduct of the City of Reading Codified Ordinances.
8. Dogs: Refers to regulations relating to Animals and Health under Chapters 2 and 10 of the City of Reading Codified Ordinances.
9. Fire Prevention Code: Refers to regulations to the City of Reading Fire Prevention Code as provided for in Chapter 5 Code Enforcement and Chapter 7 Fire Prevention and Protection of the City of Reading Codified Ordinances.
10. Zoning violations and related offenses per Chapter 27 of the City of Reading Codified Ordinances.
11. Violation of Chapter 5 of the City of Reading Codified Ordinances regarding Code Enforcement including but not limited to the City of Reading Building Code, Existing Building Code, Plumbing Code, Mechanical Code, Electrical Code, Fire Code, and Residential Code.
12. Failure to appear in court and related offenses.

13. Any other offense that renders the dwelling, unit, or room inhabitable.

At the discretion of the issuing authority, the City of Reading Codes Enforcement Division, the municipality shall have the authority to revoke or suspend the Rental Housing Permit of any rental unit, building, rooming house, or dwelling that is uninhabitable by humans, is in egregious non-compliance with the City of Reading Codified Ordinances, including but not limited International / City of Reading Building Code, Existing Building Code, Plumbing Code, Mechanical Code, Electrical Code, Fire Code, and Residential Code, Property Maintenance Code, Solid Waste and Recycling Ordinance, Health Code and Zoning Ordinance, or has failed an inspection, is in pending litigation for violations of the aforesaid Codified Ordinances and/or has been condemned by the authority with jurisdiction.

H. IMMEDIATE SUSPENSION OR REVOCATION

Placarding and condemning of a property per the City of Reading Property Maintenance Code shall result in immediate suspension or revocation of a Rental Permit. Notwithstanding any other provision of this Chapter, the permit shall be reinstated upon performance of an inspection, payment of the appropriate fee for removal of the placard per the Property Maintenance Code and submission with the appropriate fee and approval of an application for a Rental Permit.

I. SUSPENSION AND DISRUPTIVE CONDUCT

Nothing in this subchapter shall be interpreted to preclude enforcement under the Disruptive Conduct subchapter set forth herein.

J. REINSTATEMENT OF RENTAL PERMIT SUBSEQUENT TO SUSPENSION OR REVOCATION

To obtain reinstatement of a Rental Permit subsequent to a suspension or revocation and period therefor, an owner must resubmit an application and undergoing the process for an initial application including but not limited to an undergoing an inspection and payment of the appropriate fee.

K. NOTICE

1. Form. A notice of a suspension or revocation of a Rental Permit shall set forth the information required herein and be in a form accordance with all of the following:

- a. Be in writing.
- b. Include a description of the real estate sufficient for identification.
- c. Include a statement of the violation or violations and why the Permit is being suspended or revoked.
- d. The time period for the suspension or revocation of the Permit.
- e. Inform the property owner of the right to appeal.

§11-123 VIOLATION AND PENALTIES

A. VIOLATIONS

It shall be unlawful for any person, as either owner or local responsible agent of a rental dwelling unit or rooming unit for a Rental Permit is required to operate without a valid, current permit issued by the City of Reading authorizing such action. It shall also be unlawful for any person, either owner or local responsible agent, to allow the number of occupants of dwelling unit or rooming unit to exceed the maximum limit as set forth on the license or to violate any other provision of this Chapter, including but not limited to failure to timely submit a tenant listing and renew a Rental Permit. Further, it shall be unlawful for any occupant to violate this Chapter.

B. PROSECUTION OF VIOLATION.

If the above violations are not corrected, the Manager of the Codes Enforcement Division or his/her designee or code official shall institute the appropriate proceeding at law or in equity, to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the structure in violation of the provisions of this code or of the order or direction made pursuant thereto. Any action taken by the authority having jurisdiction on such premises shall be charged against

the real estate upon which the structure is located and shall be a lien upon such real estate. Notwithstanding the above, nothing will prevent the Manager of Codes Enforcement Division or , his/her designee or code official from commencing a summary offense criminal action via the issuance of a non-traffic citation in accord with the Pennsylvania Rules of Criminal Procedures in the court of appropriate jurisdiction and the violation shall be deemed a strict liability offense.

D. COLLECTIONS

All bills or accounts governed by this Ordinance which are not paid by May 1 of each year or within sixty (60) days of application from date of application / original date of billing shall be turned over to a collections agency for receipt.

E. PENALTIES

Any person who shall violate any provision of this Chapter, shall upon conviction thereof, be sentenced to pay a fine of not less than seventy-five dollars (\$75.00) and not more than five hundred dollars (\$500.00) plus costs and restitution. In default of payment of said fine and costs to a term of imprisonment of not more than ninety (90) days. Each day that violation of this Chapter continues or each Section of this Chapter which shall be found to have been violated shall constitute a separate offense. Such penalties shall be exclusive of the doubling of the permit fee for untimely payment and submission thereof to collections as well as suspension or revocation of permit for failure to pay.

F. NONEXCLUSIVE REMEDIES

The penalty and collection provisions of this Section and the license nonrenewal, suspension and revocation procedures provided in this Chapter shall be independent, nonmutually exclusive separate remedies, all of which shall be available to the City of Reading as may be deemed appropriate for carrying out the purposes of this Chapter. The remedies and procedures provided in this Chapter for violation hereof are not intended to supplant or replace to any degree the remedies and procedures available to the city in the case of a violation of any other City of Reading Code or Codified Ordinances, whether or not such other code or ordinance is referenced in this Chapter and whether or not an ongoing violation of such other code or ordinance is cited as the underlying ground for a finding of a violation of this Part.

§11-124 DISRUPTIVE CONDUCT

A. INVESTIGATION AND REPORT OF DISRUPTIVE CONDUCT

Police officers or public officers shall investigate alleged incidents of disruptive conduct. They shall complete a disruptive conduct report upon a finding that the reported incident constitutes disruptive conduct as defined herein. The information filed in said report shall include, if possible, the identity of the alleged perpetrators of the disruptive conduct and all other obtainable information, including the factual basis for the disruptive conduct described on the prescribed form. A copy of the disruptive conduct report shall be given or mailed to the occupant and mailed to the owner and local responsible agent within ten (10) working days of the occurrence of the alleged disruptive conduct.

B. APPEALS

The occupant, owner or local responsible agent shall have ten (10) working days from the date of receipt of a disruptive conduct report to appeal the contents of said disruptive conduct report. The appeal shall be made in writing and submitted to the Manager of the Codes Enforcement Division. An appeal of the third disruptive conduct report within a 12-month period shall stop the eviction proceedings against the occupants until the appeal is resolved, only if the eviction proceedings were a direct result of the third disruptive conduct report.

C. EVICTION

After three (3) disruptive conduct incidents in any 12-month period by an occupant documented by disruptive conduct reports, the owner or local responsible agent shall have ten (10) working days from the date of his/her receiving the notice to begin eviction proceedings against the occupants. This paragraph is not intended to limit or inhibit the owner or local responsible agent's right to initiate eviction actions prior to the third disruptive conduct incident.

D. SUSPENSION OR REVOCATION OF RENTAL PERMIT

Failure of an owner or local responsible agent to take action required in subsection C above will result in the commencement of the process to suspend a Rental Permit per the process established herein, notwithstanding any other requirements therefor.

E. REINSTATEMENT OF RENTAL PERMIT

The rental unit involved shall not have its Rental Permit reinstated until the reinstatement fee is paid and the disruptive occupants have been evicted, the Housing Board of Appeals has ruled in the occupant's favor, the Housing Board of Appeals has ruled in the owner's favor but has not ordered the eviction of the occupant(s), or the occupants have filed an appeal to a higher court thereby preventing their eviction. Notwithstanding this subsection, if there are points assessed against the owner per the provisions of this Ordinance which require suspension or revocation, a Rental Permit shall not be reinstated until compliance with the requirements therefor have occurred.

F. REOCCUPATION

The disruptive occupants, upon eviction, shall not re-occupy any rental unit on the same premises involved for a period of at least one (1) year from date of eviction.

G. REPORT AGAINST ALL OCCUPANTS

The content of the disruptive conduct report shall count against all occupants of the rental unit. The content of the disruptive conduct report shall not count against all occupants of the rental unit if the complaint is initiated by one of the rental unit occupants.

H. MAINTENANCE OF LIST OF EVICTED OCCUPANTS

The Codes Enforcement Office shall maintain a list of the names of all occupants evicted as a result of the preceding paragraph. The names shall remain on the list for a period of five (5) years.

I. APPEALS

Any person aggrieved by any decision of a police officer or public officer in regard to a disruptive conduct report or the revocation of a rental permit resulting therefrom may appeal to the Housing Board of Appeals. Such appeal must be filed with the appropriate fee with the Manager of the Codes Enforcement Division in writing, within ten (10) working days from the date of receipt of the Disruptive Conduct Report or notice of revocation.

§11-125 HOUSING BOARD OF APPEALS

A. APPEALS

Any person aggrieved by any decision of a police officer or public officer in regard to a disruptive conduct report or the suspension, nonrenewal, denial or revocation of a Rental Permit, may appeal to the Housing Board of Appeals. Such appeal must be filed, in writing, with the appropriate filing fee within ten (10) working days from the date of receipt of the disruptive conduct report or notice of revocation.

B. ORGANIZATION

1. MEMBERSHIP

The Disruptive Conduct Board of Appeals shall be a body of seven (7) members consisting of: the Managing Director or his/her designee who shall serve as Chairperson; a Councilperson, Codes Enforcement Division Manager or their designee; the Chief of Police or his/her designee; an owner or local responsible agent of a rental unit(s) in Reading; an occupant of a rental unit residing in the City of Reading; and a member of a community group recognized by the City of Reading.

2. ALTERNATES

There shall be three alternate members: an owner or local responsible agent, an occupant of a rental unit residing in the City of Reading and a member of a community group recognized by the City of Reading.

3. APPOINTMENT

All members of the Board shall be appointed by the Mayor with the advice and consent of the Council of the City of Reading, with the exception of the Council Member, who shall be appointed by the Council President.

4. TERM

A member or alternate member shall serve a term of not more than three (3) years from the time of appointment or reappointment or until his/her successor shall take office. Members and alternates of the initial board shall be appointed to staggered

terms of 1, 2 and 3 years.

5. **POWERS OF DESIGNEE AND ALTERNATES**

Designees and alternate members may be requested to attend meetings in absence of a regular member and shall have all the powers of a regular member at such meetings.

6. **QUORUM AND MAJORITY VOTE**

Four (4) members shall constitute a quorum of the Board. A majority vote of the members of the quorum of the Board shall prevail. A tie vote shall be deemed as a denial of the appeal.

C. POWERS

The Board shall have the following powers:

1. **PROMULGATE RULES AND REGULATIONS**

To adopt and administer the rules of procedure regarding its organization, officers (except the Chairperson), times and places of meetings, conduct of meetings and other legal procedures relating to the hearing and determination of appeals and other matters within the Board's jurisdiction.

2. **HEAR AND DECIDE APPEALS**

To hear and decide appeals where it is alleged there is error in any order, requirement, decision or determination made by the police officer or public officer in the enforcement of the provisions of this Chapter.

3. **GRANT MODIFICATION OR VARIANCE**

To modify any notice of violation or order and to authorize a variance from the terms of this Code when because of special circumstances, undue hardship would result from literal enforcement, and where such variance substantially complies with the spirit and intent of the Code.

4. **GRANT EXTENSION OF TIME**

To grant a reasonable extension of time for the compliance, as described in the City's Property Maintenance Code and other applicable sections of the City of Reading Codified Ordinances of any order where there is a demonstrated case of hardship and evidence of bona fide intent to comply within a reasonable time period.

5. TIMELINESS

In exercising the above-mentioned powers, the Board shall act with reasonable promptness and seek to prevent unwarranted delays prejudicial to the party involved and to the public interest; provided, however, that the Board shall file its decision within ten (10) working days after the appeal hearing.

6. AUTHORITY

The Board may reverse or affirm wholly or partly, or may modify the order, requirement, decision or determination appealed from and may make such order, requirement, decision or determination as justice would require, and, to that end, shall have all the powers of the police officer or public officer; provided, however, that the Housing Board of Appeals, in its determination, shall be bound by this Chapter and shall not ignore the clear provisions and intent of this Chapter.

D. RECORDS OPEN TO INSPECTION

The disruptive conduct report and all records of all proceedings and the final disposition of the matter outlined in the appeal shall be public and available for inspection; provided, however, that the police officer or public officer may prescribe reasonable regulation regarding the time and manner of inspection.

E. AFFECT OF APPEALS

Any decision or order issued under, per and in accord with this Chapter shall be held in abeyance upon the timely filing of an appeal thereof with the Housing Board of Appeals or an appeal of a decision thereof to the Court of Common Pleas of Berks County. Said abeyance shall include but not be limited to revocation, suspension, denial or nonrenewal of a Rental Permit until the appeal is resolved. An appeal of the third disruptive conduct report within a twelve (12) month period

shall stop the eviction proceedings against the occupants until the appeal is resolved, only if the eviction proceedings were a direct result of the third disruptive conduct report.

F. ENFORCEMENT UPON RESOLUTION OF APPEAL OF HOUSING BOARD

If this appeal is of a third disruptive conduct report and the decision of the police officer or public officer has been affirmed, and no appeal is pending, within ten (10) working days after the expiration of the time for filing an appeal has expired and time for compliance as required by the decision of the Housing Board of Appeals or Court of Common Pleas, the public officer shall reinspect to determine compliance as to whether the occupant has voluntarily moved from the premises or the owner has initiated eviction proceedings.

If, when so required by a third disruptive conduct report, the occupant has not voluntarily moved or the owner has not initiated eviction proceedings, and there is no appeal pending, the time for filing an appeal and for compliance as required by the decision of the Board has expired, the public officer shall institute revocation of the rental permit per the provisions set forth in this Chapter.

G. FEE

The fee for filing of an Appeal to the Housing Board of Appeals shall be \$50. Failure to submit the appropriate fee with the request for an appeal shall result in automatic denial of the appeal.

§11-126 APPEAL TO COURT OF COMMON PLEAS

Any person, including the police officer or public officer for the City, aggrieved by any decision of the respective Board, may appeal to the Court of Common Pleas of Berks County. Such appeal shall be made by a duly verified petition in accord with the Pennsylvania Rules of Civil Procedure and shall set forth the factual and legal basis upon which the decision of the Board is alleged to be illegal, in whole or in part. Such petition shall be filed with the Court of Common Pleas and a notice thereof served upon all parties to the appeal before the Housing Board of Appeals, including the Board and City of Reading, within thirty (30) days after service of the decision.

§11-127 SHARE INFORMATION

The City of Reading Codes Enforcement Division is authorized to share any and all information obtained under this Code with other Departments and Divisions of the City of Reading.

§11-128 COMPLIANCE WITH OTHER CITY OF READING ORDINANCES

Every owner of every dwelling, in addition to the provisions set forth herein, shall comply with the provisions (sections) of all other applicable City Ordinances, including but not limited to the International / City of Reading Building Code, Existing Building Code, Plumbing Code, Mechanical Code, Electrical Code, Fire Code, and Residential Code, Property Maintenance Code, Solid Waste and Recycling Ordinance, Health Code and Zoning Ordinance.

ADDENDUM TO RENTAL AGREEMENT

This Addendum to Rental Agreement is made this day of _____, _____, 20__ and is incorporated into and shall be deemed to amend and supplement the Rental Agreement made by the undersigned Tenant and Landlord, their heirs, successors and assigns, dated _____. The Rental Agreement and this Addendum pertain to the premises described in said agreement and located at _____. This Addendum is required by the Certification of Rental Units Ordinance of the City of Reading.

ADDITIONAL COVENANTS AND OBLIGATIONS

In addition to the covenants and obligations set forth in the aforementioned Rental Agreement, Tenant and Landlord hereby covenant and agree as follows:

A. Landlord's Covenants and Obligations:

1. Landlord shall keep and maintain the leased premises in compliance with all applicable Codes and Ordinances of the City of Reading and all applicable state laws and shall keep the leased premises in good and safe condition.
2. The local responsible agent for the leased premises shall be as follows:

Name

Address

Telephone Number

3. The Landlord shall be responsible for regularly performing all routine maintenance, including lawn mowing and ice and snow removal, and for making any and all necessary repairs in and around the leased premises, except for any specific tasks which the parties hereby agree shall be delegated to the Tenant and which are identified as follows:

4. The Landlord shall promptly respond to reasonable complaints and inquiries from the Tenant.

5. The Landlord shall comply with all applicable provisions of the Landlord/Tenant Act of the Commonwealth of Pennsylvania.

B. Tenant's Covenants and Obligations:

1. Tenant shall comply with all applicable Codes and Ordinances of the City of Reading and all applicable state laws.

2. Tenant agrees that the maximum number of persons permitted within the regulated rental unit at any time shall be five and the maximum number of persons permitted within the common areas of the leased premises at any time shall be five.

3. Tenant shall dispose of all rubbish, garbage and other waste from the leased premises in a clean and safe manner and shall separate and place for collection all recyclable materials in compliance with the City of Reading's Solid Waste and Recycling Ordinances.

4. Tenant shall not engage in any conduct on the leased premises which is declared illegal under the Pennsylvania Crimes Code or Liquor Code, or the Controlled Substance, Drug, Device and Cosmetic Act, nor shall Tenant permit others on the premises to engage in such conduct.

5. Tenant shall use and occupy the leased premises so as not to disturb the peaceful enjoyment of adjacent or nearby premises by others.

6. Tenant shall not cause, nor permit nor tolerate to be caused, damage to the leased premises, except for ordinary wear and tear.

7. Tenant shall not engage in, nor tolerate nor permit others on the leased premises to engage in "disruptive conduct" which is defined as "any form of conduct, action, incident or behavior perpetrated, caused or permitted by any occupant or visitor of a rental unit that is so loud, untimely (as to hour of the day), offensive, riotous or that otherwise disturbs other persons of reasonable sensibility in their peaceful enjoyment of their premises or causes damage to said premises, such that a report is made to a Police Officer and/or a Public Officer complaining of such conduct, action, incident, or behavior. It is not necessary that such conduct, action, incident or behavior constitute a criminal offense, nor that criminal charges be filed against any person in order for said person to have perpetrated, caused or permitted the commission of disruptive conduct as defined herein. Provided, however, that no disruptive conduct shall be deemed to have occurred unless a Public Officer or a Police Officer shall investigate and make a determination that such did occur, and keep written records, including a Disruptive Conduct Report of such occurrence. The tenant and the owner, operator, responsible agent or manager shall be notified of any such occurrences in writing."

8. Tenant acknowledges and agrees that this tenancy is subject to the provisions of the Codified Ordinances of the City of Reading including but not limited to the Housing Ordinance/ Code, the Health Code, the Property Maintenance Code and the Solid Waste and Recycling Ordinances, and that the issuance by a Public Officer or Police Officer of the City of Reading of three disruptive conduct reports in any 12-month period relating to the leased premises shall constitute a breach of the rental agreement of which this addendum is a part. Upon such breach, Landlord shall have the right and option to pursue any and all of the following remedies:

- a. Termination of the rental agreement without prior notice; and
- b. Bring an action to recover possession of the leased premises without abatement of rents paid, including reasonable attorney's fees and costs; and
- c. Bring an action to recover the whole balance of the rent and charges due for the unexpired lease term, including reasonable attorney's fees and costs; and

d. Bring an action for damages caused by Tenant's breach, including reasonable attorney's fees and costs.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

WITNESS

TENANT

WITNESS

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TENANT

SECTION 2. The Disruptive Conduct Board of Appeals shall be renamed to the Housing Board of Appeals. The current members of the Disruptive Conduct Board of Appeals shall remain in place and their terms shall be calculated commencing on the initial date of their appointment to the prior Disruptive Conduct Board of Appeals

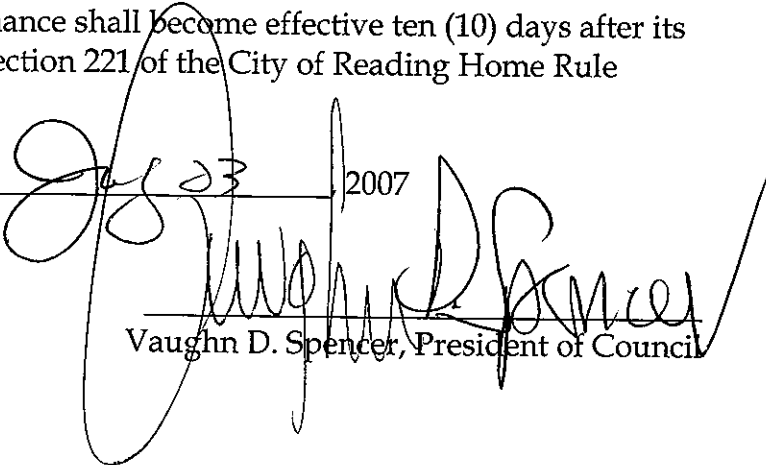
SECTION 3. All other provisions of the City of Reading Codified Ordinances non inconsistent herewith shall remain in full force and effect. All other provisions of the City of Reading Codified Ordinances inconsistent herewith are repealed as of the effective date of this Ordinance.

SECTION 4. If any section, subsection, sentence or clause of this ordinance is held, for any reason, to be invalid, such decision shall not affect the validity of the remaining portions of the Ordinance.

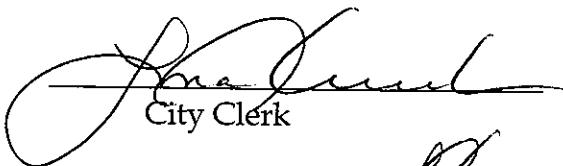
SECTION 5. The headings of the Sections and subsections of this Ordinance are for guidance only and shall not be utilized to interpret the language of the Ordinance.


SECTION 6. This Ordinance shall become effective ten (10) days after its approval, in accordance with Section 221 of the City of Reading Home Rule Charter.

Enacted July 23 2007



Vaughn D. Spencer, President of Council

Attest:

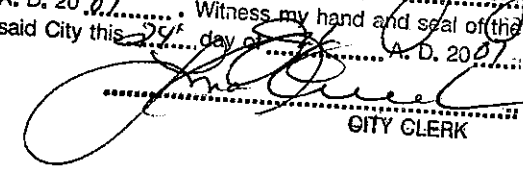

City Clerk

Submitted to Mayor: 
Date: 7-24-07

Received by the Mayor's Office: SKH
Date: 07.24.07

Approved by Mayor: 
Date: 7/24/07

Vetoed by Mayor: _____
Date: _____

I, LINDA A. KELLEHER, City Clerk of the City of Reading, Pa., do hereby certify, that the foregoing is a true and correct copy of the original Ordinance passed by the Council of the City of Reading, on the 23rd day of July, A. D. 2007. Witness my hand and seal of the said City this 24th day of July, A. D. 2007.

CITY CLERK